

# BLANKET PURCHASE ORDER

## STATE OF MARYLAND

\*\*\*\*\* STATE OF MARYLAND \*\*\*\*\*

**BPO NO:** 001B6400452

**PRINT DATE:** 09/20/16

**PAGE:** 01

### SHIP TO:

AS SPECIFIED ON INDIVIDUAL ORDERS

### VENDOR ID:

CATO INC  
P O BOX 1030  
1004 PARSONS RD  
SALISBURY, MD  
(410 )546-1215

21803-1030

### REFER QUESTIONS TO:

IRIS LESTER BELL  
(410 )767-4612  
IRIS.LESTER@MARYLAND.GOV

### ITB:

**EXPR DATE:** 06/20/17  
**POST DATE:** 04/21/16

**DISCOUNT TERMS:** .  
**CONTRACT AMOUNT:**

NET 30 DAY  
.00

### TERMS:

ARTICLES HEREIN ARE EXEMPT FROM MARYLAND SALES AND USE TAXES BY EXEMPTION CERTIFICATE NUMBER 3000256-3 AND FROM FEDERAL EXCISE TAXES BY EXEMPTION NUMBER 52-73-0358K. IT IS THE VENDOR'S RESPONSIBILITY TO ADVISE COMMON CARRIERS THAT AGENCIES OF THE STATE OF MARYLAND ARE EXEMPT FROM TRANSPORTATION TAX.

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THIS IS (2) TWO OF (3) THREE RENEWAL OPTIONS.

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CONTRACT MODIFICATION 1: EXPIRATION DATE EXTENDED TO JULY 15, 2015.

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### AGENCY CONTRACT

MARYLAND TRANSIT ADMINISTRATION (MTA)  
#2 DIESEL FUEL FOR THE MARC TRAINS

TERM: JUNE 21, 2016 THRU JUNE 20, 2017 (1 YEAR)

THE STATE HAS THE UNILATERAL OPTION TO RENEW THIS CONTRACT ONE (1) TIME FOR ONE (1) YEAR PERIOD AT THE SAME TERMS, CONDITIONS AND PRICES. THE STATE RESERVES THE RIGHT TO EXTEND THE CONTRACT ON A MONTH TO MONTH BASIS FOR A PERIOD UP TO THREE (3) MONTHS TO ACCOMMODATE NEW CONTRACT NEGOTIATIONS.

VENDOR CONTACT: PETE PHOEBUS  
PHONE #: 1-410-546-1215 EXT. 3066

PERFORMANCE AND PAYMENT BONDS:

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### TERMS (cont'd):

PERFORMANCE BOND IS REQUIRED IN THE AMOUNT OF 5% OF THE CONTRACT VALUE (NOT INCLUDING THE COST OF FUEL).

PAYMENT BOND IS REQUIRED IN THE AMOUNT OF 5% OF THE CONTRACT VALUE (NOT INCLUDING THE COST OF FUEL).

BONDING REQUIREMENTS WILL BE FOR ONE (1) YEAR, RENEWABLE ANNUALLY FOR THE DURATION OF THE CONTRACT.

ORDERS AS REQUIRED WILL BE PLACED DIRECT TO SUPPLIER BY THE USING AUTHORITY, INDICATING DELIVERY AND BILLING INSTRUCTIONS.

VENDORS ARE TO HAVE MANNED TELEPHONES FOR ACKNOWLEDGING ORDERS DURING NORMAL HOURS.

ORDERS RECORDED ELECTRONICALLY AFTER HOURS MUST BE ACKNOWLEDGED BY TELEPHONE BY THE VENDOR THE NEXT WORKING MORNING.

THE BASE FOR THIS CONTRACT SHALL BE THE BALTIMORE AVERAGE FOR RED DYED ULTRA LOW SULFUR DIESEL FUEL AS LISTED IN THE OPIS DAILY REPORT FOR THE DAY THE FUEL IS DELIVERED.

CONTRACT PRICE IS THE BASE PLUS THE BID COST PER GALLON FOR FURNISHING AND DELIVERING THE FUEL TO THE LOCATIONS SPECIFIED. PRICES INCLUDE ANY TRANSPORTATION COSTS, ADMINISTRATIVE COSTS, AND ANY OTHER FEES REQUIRED.

QUOTED PRICES ARE TO BE NET 30 DAYS F.O.B. DESTINATION.

QUOTED PRICES MUST BE EXCLUSIVE OF ALL TAXES. MOTOR FUEL PURCHASES OCCURRING FROM ANY RESULTANT CONTRACT MUST EXCLUDE THE FEDERAL EXCISE TAX. SUPPLIERS MUST PAY THE TAX AND FILE FOR THE REFUND UNDER SECTION 64-16 OF THE I.R.S. CODE.

STATE AGENCIES ARE EXEMPT FROM THE FEDERAL EXCISE TAXES ON MOTOR FUELS. THE MASS TRANSIT ADMINISTRATION IS EXEMPT BY LAW FROM THE STATE OF MARYLAND MOTOR VEHICLE FUEL TAXES.

THE STATE OF MARYLAND FUEL TRANSFER FEE IS INCLUDED IN THE CONTRACT PRICE AS IT IS NOT A TAX.

NOTE: THE TAX INFORMATION PROVIDED HEREIN WAS BELIEVED CURRENT WHEN WRITTEN AND IS IN NO WAY TO BE CONSTRUED AS THE LATEST IN EFFECT. RESPONSIBILITY FOR THE PROPER ASSESSMENT OF APPLICABLE CURRENT TAXES LIES WITH CONTRACTOR.

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### TERMS (cont'd):

QUOTED PRICES ARE NOT TO INCLUDE ANY TAXES: APPLICABLE TAXES ARE TO BE LISTED ON INVOICES AS SEPARATE LINE ITEMS.

CONTRACTOR SHALL LIST ON THE INVOICES:

1. TYPE OF FUEL DELIVERED;
2. PRICE PER GALLON PER THE DAILY OPIS REPORT;
3. TOTAL COST OF FUEL;
4. BID PRICE PER GALLON FOR DELIVERY; AND
5. TOTAL DELIVERY COST.

VENDOR MUST INCLUDE THE 9-DIGIT ZIP CODE OF COMPANY ADDRESS ON ALL INVOICES. FAILURE TO DO SO MAY RESULT IN DELAY OF PAYMENT.

IF DELIVERY CRITERIA ARE NOT MET, PRODUCT WILL BE PURCHASED ON THE OPEN MARKET AND THE DIFFERENTIAL WILL BE CHARGED BACK TO THE VENDOR.

SPILLS: THE CONTRACTOR WILL BE REQUIRED TO CLEAN UP ANY SPILLAGE DURING THE DELIVERY AND WITHIN FOUR (4) HOURS FROM TIME OF SPILLAGE. IN THE EVENT THE CONTRACTOR FAILS TO DO SO DURING THE SPECIFIED TIME, THE STATE RESERVES THE RIGHT TO CONTRACT FOR SUCH CLEANING AND INVOICE THE CONTRACTOR. IF REQUIRED, THE CONTRACTOR SHALL RESTORE THE PREMISES TO THE ORIGINAL CONDITION BY THE REPLACEMENT OF SOIL, SHRUBS, GRASS, ETC. THAT MAY BE AFFECTED BY THE SPILL. ALL SPILLAGE OF PRODUCT SHALL ALSO BE REPORTED TO THE MARYLAND DEPARTMENT OF THE ENVIRONMENT (MDE) IN ACCORDANCE WITH MDE REGULATIONS AS WELL AS ANY OTHER NOTIFICATION REQUIREMENTS TO STATE, FEDERAL AND LOCAL PUBLIC ENTITIES.

<u>LINE #</u>	<u>STATE ITEM ID</u>	<u>U/M</u>	<u>UNIT COST</u>		
0001	40509-200276	GL			

MOTOR FUEL, DIESEL #2, FREDERICK COUNTY  
MARC'S MARTINSBURG, WV LAYOVER FACILITY - 1 EXCHANGE PLACE,  
MARTINSBURG, WV, 25401 - BULK #2 LOCOMOTIVE DIESEL FUEL PER ITB  
#MDDGS31008477 SPECIFICATIONS (#2-D-S15 PPM) AND REQUIREMENTS.

PRICE: BASE PLUS \$0.219 (INCLUDES TRANSPORTATION, ADMIN. COSTS AND ALL OTHER REQUIRED FEES).

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BASE PRICE SHALL BE BALTIMORE AVERAGE FOR RED DYED ULTRA LOW SULPHUR DIESEL AS LISTED IN THE OPIS DAILY REPORT FOR THE DAY THE FUEL IS DELIVERED.

TRUCKS FUELING THE LOCOMOTIVES WILL REQUIRE A SNYDER 565-R, 2 ½" FITTING.

DELIVERY HOURS: 8:00 P.M. TO 6:00 A.M. TIMES MAY BE ADJUSTED. DELIVER APPROX. 600 - 1100 GAL. DIRECTLY INTO DIESEL LOCOMOTIVES FROM TANK TRUCK.

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MOTOR FUEL, DIESEL #2, FREDERICK COUNTY  
MARC'S FREDERICK LAYOVER FACILITY - 7900 REICHS FORD ROAD, FREDERICK MD, 21701 - BULK #2 LOCOMOTIVE DIESEL FUEL PER ITB #MDDGS31008477 SPECIFICATIONS (#2-D-S15 PPM) AND REQUIREMENTS.

PRICE: BASE PLUS \$0.0075 (INCLUDES TRANSPORTATION, ADMIN. COSTS AND ALL OTHER REQUIRED FEES).

BASE PRICE SHALL BE BALTIMORE AVERAGE FOR RED DYED ULTRA LOW SULPHUR DIESEL AS LISTED IN THE OPIS DAILY REPORT FOR THE DAY THE FUEL IS DELIVERED.

DELIVERY HOURS: 8:00 P.M. TO 6:00 A.M. TIMES MAY BE ADJUSTED. DELIVER APPROX. 15,000 GAL. INTO A 20,000 GAL ABOVE GROUND TANK (MUST BE PUMPED UP).

1,600 GALLONS IS THE EST. DAILY CONSUMPTION; DELIVERIES WILL BE AS-NEEDED AND COORDINATED WITH THE FACILITY. DELIVERY QUANTITIES WILL VARY DEPENDENT UPON NEED; THEY MAY OR MAY NOT BE FULL 7,500 GALLON LOADS.

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MOTOR FUEL, DIESEL #2, FREDERICK COUNTY  
MARC'S MARTIN AIRPORT MAINTENANCE FACILITY - 2700 EASTERN BLVD, BALTIMORE, MD, 21220 - BULK #2 LOCOMOTIVE DIESEL FUEL PER ITB #MDDGS31008477 SPECIFICATIONS (#2-D-S15 PPM) AND REQUIREMENTS.

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PRICE: BASE PLUS \$0.1295 (INCLUDES TRANSPORTATION, ADMIN. COSTS AND ALL OTHER REQUIRED FEES).

BASE PRICE SHALL BE BALTIMORE AVERAGE FOR RED DYED ULTRA LOW SULPHUR DIESEL AS LISTED IN THE OPIS DAILY REPORT FOR THE DAY THE FUEL IS DELIVERED.

DELIVERY HOURS: TWO TIMES A DAY MONDAY THRU THURSDAY - ONE (1) EACH BETWEEN 10:00 A.M. AND 12:00 P.M. AND BETWEEN 7:00 P.M. AND 10:00 P.M.; FRIDAY BETWEEN 10:00 A.M. AND 12:00 P.M.; SUNDAY BETWEEN 5:00 P.M. AND 7:00 P.M.

DELIVERY WILL BE MADE INTO PARKED LOCOMOTIVES.

DELIVERIES MAY NOT BE NEEDED ON THE NIGHTS FOR WHICH SERVICE WAS CANCELLED DURING THE PRECEDING 24 HRS BECAUSE OF HOLIDAYS, OR WHEN SNOW OR OTHER EVENTS FORCE CANCELLATION OF THE PENN LINE SERVICE.

VENDOR MUST ANTICIPATE LONG HOSE RUNS. (MINIMUM 150 FOOT HOSE REQUIRED)

TRUCKS FUELING THE LOCOMOTIVES WILL REQUIRE A SNYDER 565-R, 2 1/2" FITTING.

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MOTOR FUEL, DIESEL #2, FREDERICK COUNTY  
MARC'S RIVERSIDE MAINTENANCE FACILITY - 1600 LUDLOW STREET,  
BALTIMORE,MD, 21230 - BULK #2 LOCOMOTIVE DIESEL FUEL PER ITB  
#MDDGS31008477 SPECIFICATIONS (#2-D-S15 PPM) AND REQUIREMENTS.

PRICE: BASE MINUS \$0.0051 (BID PRICE IS -\$0.0051 FOR TRANSPORTATION, ADMIN. COSTS AND ALL OTHER REQUIRED FEES).

BASE PRICE SHALL BE BALTIMORE AVERAGE FOR RED DYED ULTRA LOW SULPHUR DIESEL AS LISTED IN THE OPIS DAILY REPORT FOR THE DAY THE FUEL IS DELIVERED.

4,000 IS THE ESTIMATED DAILY CONSUMPTION. RIVERSIDE CAN TAKE A DELIVERY OF 7,500 GALLONS; THE FACILITY WILL COORDINATE DELIVERY WITH THE VENDOR. THIS SITE CAN BE DELIVERED BY TRANSPORT/TRACTOR TRAILER TRUCK.

DELIVERY HOURS: 7:00 A.M. TO 3:00 PM. TIMES MAY BE ADJUSTED. DELIVER DIRECTLY INTO 500,000 GAL. ABOVE GROUND STORAGE

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<u>LINE #</u>	<u>STATE ITEM ID</u>	<u>U/M</u>	<u>UNIT COST</u>
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TANK. TANK PUMP IS AVAILABLE; TRUCK PUMP WOULD BE BACK-UP.

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MOTOR FUEL, DIESEL #2, FREDERICK COUNTY  
MARC'S BRUNSWICK MAINTENANCE FACILITY - 100 S. MAPLE AVE.,  
BRUNSWICK, MD, 21716 - BULK #2 LOCOMOTIVE DIESEL FUEL PER ITB  
#MDDGS31008477 SPECIFICATIONS (#2-D-S15 PPM) AND REQUIREMENTS.

PRICE: BASE PLUS \$0.0249 (INCLUDES TRANSPORTATION, ADMIN. COSTS AND  
ALL OTHER REQUIRED FEES).

BASE PRICE SHALL BE BALTIMORE AVERAGE FOR RED DYED ULTRA LOW SULPHUR  
DIESEL AS LISTED IN THE OPIS DAILY REPORT FOR THE DAY THE FUEL IS  
DELIVERED.

1,800 IS THE ESTIMATED DAILY CONSUMPTION. BRUNSWICK CAN TAKE A  
DELIVERY OF 7,500 GALLONS; THE FACILITY WILL COORDINATE DELIVERY WITH  
THE VENDOR. THIS SITE CAN BE DELIVERED BY TRANSPORT/TRACTOR TRAILER  
TRUCK.

DELIVERY HOURS: 7:00 A.M. TO 3:00 P.M. TIMES MAY  
BE ADJUSTED. DELIVER DIRECTLY INTO TWO (2) 20,000 GAL. ABOVE  
GROUND STORAGE TANKS. TANK PUMP IS AVAILABLE; TRUCK PUMP WOULD BE  
BACK-UP.

END OF ITEM LIST

### HOLD HARMLESS/INDEMNIFICATION OF THE STATE/INSURANCE:

#### A. HOLD HARMLESS AND INDEMNIFICATION

1. THE CONTRACTOR WILL INDEMNIFY AND HOLD THE STATE HARMLESS FOR ANY  
COST, EXPENSE, LOSS, LIABILITY, FINE OR PENALTY OF ANY NATURE OR  
CHARACTER WHATSOEVER THAT THE STATE MAY INCUR AS A RESULT OF FAILURE  
OF THE CONTRACTOR TO COMPLY WITH THE TERMS OF THIS AGREEMENT,  
NEGLIGENCE OF THE CONTRACTOR, INJURY OR DEATH TO ANY PERSON, DAMAGE  
TO PROPERTY, NUISANCE (PUBLIC OR PRIVATE), OR TRESPASS ARISING OUT  
OF OR ATTRIBUTABLE TO CONDITIONS ON OR AROUND DESIGNATED PROPERTY OR  
THE PERFORMANCE OF WORK BY THE CONTRACTOR, EXCEPT TO THE EXTENT  
CAUSED BY THE NEGLIGENT OR WILLFUL ACT OR OMISSION OF THE STATE OR ITS  
EMPLOYEES, AGENTS OR INDEPENDENT CONTRACTORS, OTHER THAN THE  
CONTRACTOR.

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### TERMS (cont'd):

2. CONTRACTOR FURTHER AGREES TO INDEMNIFY THE STATE FOR DAMAGE, LOSS OR DESTRUCTION OF STATE PROPERTY IN CONTRACTOR'S CARE, CUSTODY AND CONTROL DURING THE TERM OF THIS CONTRACT.

#### B. OFFEROR'S INSURANCE

THE CONTRACTOR AND ITS SUBCONTRACTORS WILL PURCHASE AND MAINTAIN COMPREHENSIVE THIRD-PARTY LEGAL LIABILITY INSURANCE AND OTHER SUCH INSURANCE AS IS APPROPRIATE WHICH MAY INCLUDE ENVIRONMENTALLY RELATED INSURANCE/POLLUTION LIABILITY, ETC. WHICH IS REQUIRED BY THE STATE OF MARYLAND. FURTHER, THE CONTRACTOR WILL BE RESPONSIBLE FOR THE MAINTENANCE OF THIS INSURANCE WHETHER THE WORK IS PERFORMED DIRECTLY BY THE CONTRACTOR, BY ANY SUBCONTRACTOR, BY ANY PERSON EMPLOYED BY THE CONTRACTOR OR ANY SUBCONTRACTOR, OR BY ANYONE FOR WHOSE ACTS THE CONTRACTOR MAY BE LIABLE.

ALL REQUIRED INSURANCE WILL BE MAINTAINED UNTIL THE STATE HAS FULLY ACCEPTED THE WORK REQUIRED UNDER THE CONTRACT. FAILURE TO OBTAIN OR TO MAINTAIN THE REQUIRED INSURANCE OR TO SUBMIT THE REQUIRED PROOF OF INSURANCE WILL BE GROUNDS FOR TERMINATION OF THE CONTRACT FOR DEFAULT.

IF A PATTERN OF NON-PERFORMANCE DEVELOPS, CONTRACT WILL BE TERMINATED IMMEDIATELY. VENDOR SHALL REMAIN LIABLE FOR ALL COST DIFFERENTIALS FOR THE REMAINDER OF THE CONTRACT PERIOD.

AIR POLLUTION - THE PRODUCTS COVERED BY THIS SPECIFICATION SHALL COMPLY WITH THE REGULATIONS GOVERNING THE CONTROL OF AIR POLLUTION IN THE STATE OF MARYLAND.

QUALITY ASSURANCE: ALL TEST METHODS SHALL BE MADE IN ACCORDANCE WITH APPLICABLE METHODS OF THE AMERICAN SOCIETY FOR TESTING MATERIALS.

QUANTITIES SHOWN ARE FOR A ONE (1) YEAR PERIOD AND ARE APPROXIMATE. THEY ARE NOT TO BE CONSTRUED AS MINIMUM OR MAXIMUM. THIS CONTRACT DOES NOT OBLIGATE THE STATE TO PURCHASE ANY MINIMUM QUANTITY OR DOLLAR VALUE DURING THE CONTRACT PERIOD. ORDERS FOR ACTUAL REQUIREMENTS MAY BE MORE OR LESS THAN LISTED.

THE CONTRACTOR WILL BE ENTITLED TO NO CHANGE IN CONTRACT PRICE IF QUANTITIES ORDERED OR DELIVERED ARE MORE OR LESS THAN THE QUANTITIES ESTIMATED IN THIS SOLICITATION. THE CONTRACTOR WILL BE PAID FOR ALL ITEMS AND QUANTITIES ORDERED OR DELIVERED UNDER THE CONTRACT AT THE CONTRACT PRICE, REGARDLESS OF ITEMS OR QUANTITIES PREVIOUSLY ORDERED OR DELIVERED.

A REPORT MUST BE FURNISHED BY THE SUCCESSFUL VENDOR EVERY SIX (6) MONTHS DETAILING THE PURCHASE OF ALL ITEMS ON THE CONTRACT. THE

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### TERMS (cont'd):

REPORT SHALL BE SUBMITTED IN EXCEL FORMAT. AS A MINIMUM, THE REPORT SHALL REFLECT THE CONTRACT NUMBER, CONTRACT ITEM NUMBER, THE DOLLAR VOLUME PURCHASED OF EACH ITEM, AGENCY IDENTIFICATION, AND THE CONTRACT TOTAL. THE REPORT MUST BE FILED WITHIN THIRTY (30) DAYS AFTER THE END OF EACH REPORTING PERIOD. ANY EXCEPTION TO THIS MANDATORY REQUIREMENT MAY RESULT IN CANCELLATION OF THE AWARD. FAILURE TO PROVIDE THE REPORT WITH THE MINIMUM REQUIRED INFORMATION MAY ALSO NEGATE ANY CONTRACT EXTENSION CLAUSES. REPORT SHALL BE EMAILED TO THE FOLLOWING TWO (2) ADDRESSES:  
MARGARET.HAJIANTONI@DGS.STATE.MD.US  
HOWARD.MCLAIN@DGS.STATE.MD.US

DURATION: CONTRACTS SHALL REMAIN IN EFFECT FOR THE TIME PERIOD AND QUANTITY SPECIFIED UNLESS THE CONTRACT IS TERMINATED BY THE STATE. THE STATE MAY TERMINATE ANY CONTRACT WITHOUT SHOWING CAUSE UPON THIRTY (30) DAYS WRITTEN NOTICE TO THE CONTRACTOR.

THE MARYLAND DEPARTMENT OF GENERAL SERVICES' "TERMS AND CONDITIONS FOR COMMODITY CONTRACTS OVER \$25,000" AND ALL SPECIFICATIONS, TERMS AND CONDITIONS OF ITB #MDDGS31008477 INCORPORATED HEREIN BY REFERENCE.

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**AUTHORIZED BY:** \_\_\_\_\_ **DATE:** \_\_\_\_\_

BUYER AUTHORIZED DESIGNEE